

AGREEMENT

between

MENDHAM BOROUGH BOARD OF EDUCATION

and

MENDHAM BOROUGH ADMINISTRATORS AND SUPERVISORS ASSOCIATION

for

the period beginning

July 1, 2012

and ending

June 30, 2015

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ARTICLE I - DURATION

This Agreement made between the Mendham Borough Board of Education (hereinafter referred to as the "Board") and the Mendham Borough Administrators and Supervisors Association (hereinafter referred to as the "Association") for the period beginning July 1, 2012 and ending June 30, 2015.

ARTICLE II - RECOGNITION

The Board recognizes the Association as the collective negotiations representative for regularly employed certificated supervisory employees in the Mendham Borough School District (hereinafter referred to as the "District") which include the positions of Principal, Assistant Principal, and Supervisor of Special Services (hereinafter referred to as "Employees" or individually as "Employee").

Excluded from the collective negotiations unit are managerial executives, confidential employees, nonsupervisors, nonprofessional employees, craft employees, noncertificated supervisors, casual employees, teachers and all other employees of the Board.

ARTICLE III - CERTIFICATION

Each Employee shall possess a valid and appropriate certification issued by the New Jersey Department of Education for the position for which he/she is employed and shall maintain the certification in full force and effect while employed by the Board.

ARTICLE IV - DUTIES

Each Employee shall faithfully perform to the best of his/her abilities the duties set forth in the job description for his/her position adopted by the Board and as may be amended by the Board and shall perform the duties of the position for which he/she was hired in accordance with the laws of the federal government and State of New Jersey, regulations promulgated by federal and state agencies and policies and regulations of the Board. Every Employee agrees to devote his/her full time skills, labor and attention to the performance of the duties of the position for which he/she was hired.

The duties of the Supervisor of Special Services shall also include the performance of the duties of the learning disabilities teacher consultant in accordance with the job description adopted by the Board and as may be amended by the Board, the laws of the federal government and State of New Jersey, regulations promulgated by federal and state agencies and policies and regulations of the Board.

ARTICLE V - WORK YEAR

A. Principal

The work year for the Principal, elementary school and Principal, middle school is twelve (12) months.

B. Supervisor of Special Services

The work year for the Supervisor of Special Services is ten (10) months plus ten (10) days during the summer months. The Supervisor of Special Services shall work the same calendar as other ten (10) month certificated employees, and in addition shall work the five (5) day administrative work week immediately preceding the opening of school and an additional five (5) days in July or August as designated by the Superintendent of Schools (hereinafter referred to as the "Superintendent") in consultation with the Supervisor.

ARTICLE VI - SALARIES

A. Minimum/Maximum Salaries

The minimum and maximum salaries for the positions covered by this Agreement are as follows:

	<u>Minimum</u>	<u>Maximum</u>
Principal, middle school	\$110,000	\$150,000
Principal, elementary school	\$105,000	\$135,000
Supervisor of Special Services	\$ 80,000	\$120,000

The Board reserves the right to determine the starting salary for a newly hired Employee.

B. Salaries - Current Employees

Salaries for individuals currently employed in the positions covered by this Agreement are as follows, subject to additional adjustment pursuant to Section F. of this Article:

<u>Title</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Principal, middle school	\$129,540	\$132,141	\$134,773
Principal, elementary school	\$114,240	\$116,525	\$118,855
Supervisor of Special Services	\$105,000	\$107,100	\$109,242

C. Nothing contained herein shall be interpreted as precluding the Board from withholding an Employee's increment where there exists just cause for such action. During the term of this Agreement, the Employee's salary shall not be reduced, except as otherwise provided herein or as permitted by law.

D. Salaries shall be paid in equal installments in accordance with the Board's regular payroll schedule.

E. When assigned by the Superintendent, Employees shall be paid a stipend for overnight supervision of students while

outside of the Borough of Mendham on a Board-approved activity at the rate provided pursuant to the teachers' collective negotiations agreement.

F. Performance-Based Compensation

Effective July 1, 2013, the Parties agree to implement a performance-based compensation plan as set forth herein. Commencing with the 2013-14 school year, the Superintendent may recommend to the Board an additional salary increase to an Employee of up to one percent (1%) of the prior year's base salary. Such recommendation shall be in the sole discretion of the Superintendent and shall be based upon the Superintendent's assessment of the Employee's performance of his/her duties in the preceding school year as reflected in the Superintendent's annual summative evaluation. An Employee receiving an overall rating of "unsatisfactory" or "ineffective" in the summative evaluation shall not be eligible for any performance-based increase in compensation for the year following such evaluation. The Superintendent shall recommend any performance-based increase to the Board following the completion of the Employee's annual summative evaluation. Any performance-based increase in compensation shall be calculated on the Employee's base salary in effect during the school year for which the Employee's performance was evaluated. (For example, a 0.5% performance-based increase to be granted effective July 1, 2013 would be

multiplied by the Employee's 2012-13 base salary as listed above, and the resulting amount added to the 2013-14 salary listed above in order to determine the final 2013-14 base salary.) Any performance-based increase in compensation shall become part of the Employee's base salary effective as of July 1 of the school year immediately following the year of evaluation. The determination of the Superintendent and Board as to whether to award or amount of any performance-based increase in compensation shall be final and shall not be subject to or reviewable under the grievance procedure of this Agreement, including without limitation binding arbitration.

ARTICLE VII - HOLIDAYS

Employees shall be entitled to the following holidays if the holidays fall within their work year:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Day following Thanksgiving
- Christmas Eve Day
- Christmas Day
- Day following Christmas
- New Year's Eve Day
- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- One (1) floating holiday when school is closed.

If legal observance of any of the above holidays falls on a weekend or a day when school is in session, a replacement holiday will be determined by the Board.

In the event it becomes necessary to work during a holiday when requested by the Superintendent, the Employee will be granted compensatory time which shall be scheduled with the prior approval of the Superintendent.

ARTICLE VIII - VACATIONS

A. Accrual

Twelve (12) month Employees shall earn vacation days on the prorated basis of 1.9167 days per month for a total of twenty three (23) paid vacation days per fiscal year if he/she is employed from July 1 through June 30.

B. Use of Vacation Days

Employees shall be permitted to use accrued vacation days only after receiving the prior approval of the Superintendent. Employees shall make every effort to use accrued vacation days during school recess periods or when school is not in session. Requests to use accrued vacation days shall be submitted to the Superintendent for approval no earlier than April for a vacation during July and August and no later than fourteen (14) days in advance for all vacations unless the Superintendent agrees to waive the timelines at his/her sole discretion, whose decision shall be final and shall not be subject to or reviewable under the grievance procedure of this Agreement. Requests shall be made using the district form and providing an e-mail notice to the Superintendent. The form shall be date stamped by the Superintendent's office at submission. The Superintendent shall render a decision no later than fourteen (14) days from receipt of the vacation request.

Once a vacation request has been approved by the Superintendent, the Employee shall not rescind his/her vacation and the Employee shall not be required to work during a vacation granted in July and August but may be required to work during a vacation granted in a recess period if he/she is given fourteen (14) days prior notice.

No Employee shall be permitted to take a vacation when school is in session or carry over more than five (5) vacation days from one (1) school year for use in the next school year unless the Employee receives the prior written approval of the Superintendent. Exceptions to the limitation on the carry over of the five (5) vacation days may be granted by the Superintendent if, due to the demands of the position, the Superintendent determines that the Employee's workload precludes him/her from utilizing his/her vacation and shall require the Employee to use the vacation days carried over during the following contract year.

C. Payment to Estate

Payment for accrued vacation days not used shall be made to the Employee's estate if the Employee dies while employed by the Board. An Employee's per diem salary shall be calculated on the basis of a 260 day work year for twelve (12) month Employees, except for twelve (12) month Employees hired prior to July 1, 2009 whose per diem salary shall be calculated on the

basis of a 240 day work year. If the law establishes the calculation of per diem salary on the basis of a 260 day work year for administrators, then the per diem salary for the twelve (12) month Employee hired prior to July 1, 2009 shall no longer be calculated on the basis of a 240 day work year and shall instead be concluded on the basis of a 260 day work year.

ARTICLE IX - LEAVES OF ABSENCE

A. Sick Leave

Employees shall be granted one (1) sick day for each month they are employed under contract during the year. Unused sick days shall accumulate and may be utilized for sick leave, if needed, in subsequent years.

When an Employee's absence due to personal illness exceeds his/her annual allotment and accumulated sick days, the Board may approve additional sick leave at full pay, less the actual or estimated cost of substitute personnel, upon written request and review of supporting medical documentation and the prior usage of sick days. The Board's decision regarding a request for additional sick leave shall be final and at its sole discretion.

Upon a disability or service retirement while employed by the Board, the Employee shall receive forty-five and 00/100 dollars (\$45.00) for each of his/her accumulated sick days up to a maximum amount payable of seven thousand and 00/100 dollars (\$7,000.00). Payment shall be made within twelve (12) months of the Employee's end-of-service date unless the Parties agree to a different payment schedule.

B. Personal Days

An Employee shall be entitled to three (3) personal days a year for personal business which cannot be taken care of outside

normal working hours or for family illness. Personal days shall not be used to extend a vacation, recess period, weekend or holiday, or for recreation, rest, recuperation, accompany a spouse on a business trip or any venture resulting in remuneration for services rendered. A personal day may not be taken without the prior approval of the Superintendent. All requests for a personal day shall be submitted to the Superintendent no less than five (5) days in advance, except in the event of an emergency for which appropriate documentation shall be provided upon request. Unused personal days may not be carried over from one (1) year to the next year.

C. Bereavement

In the event of a death in the immediate family, Employees shall be granted up to three (3) days with pay. Immediate family shall be defined as the Employee's spouse or domestic partner, child/stepchild, parent, grandparent, sibling, parent-in-law, sibling-in-law or other relative who lives in the same household. Additional time may be granted without pay by the Superintendent. Personal days and vacation days may be used to extend a bereavement leave upon approval of the Superintendent.

D. Jury Duty

Employees shall be allowed time off if called for jury duty. The Board shall pay the Employee the difference between his/her regular pay and jury pay. Upon receipt of the jury summons, the Employee shall promptly notify the Superintendent and provide him/her with a copy of the summons. For Employees who are not twelve (12) month employees, the Employee shall provide the Board with documentation which confirms that he/she attempted to be excused from jury duty while school is in session but his/her request for exemption was rejected.

ARTICLE X - HEALTH CARE INSURANCE

A. Coverage

The Board shall provide the following insurance coverage, on a full-family basis where applicable, to all Employees who work a monthly average of at least twenty-five (25) hours per week and their eligible dependents:

1. Health insurance through the School Employees' Health Benefits Program ("SEHBP") or substantial equivalent.
2. Dental insurance coverage as currently in effect or substantial equivalent, with a usual and customary schedule, no deductible, 100% preventive, 80% basic and 50% major services.

B. Premiums

The Board will pay the premiums for the above insurance, and Employees will pay through a payroll deduction plan the contribution amount required by c. 78, P.L. 2011.

C. IRC Section 125

The Board agrees to maintain a separate written plan for Employees that meets the specific requirements of Section 125 of the Internal Revenue Code and pertinent regulations.

ARTICLE XI - PROFESSIONAL DEVELOPMENT

A. Professional Association

The Board agrees to pay the annual/monthly dues for Employees who join professional associations reasonably related to the performance of their duties that are approved in advance by the Superintendent, with the exception of the dues for membership in the New Jersey Principals and Supervisors Association, for which the Board shall pay up to Eight Hundred Ninety-Five Dollars (\$895) per year and the Employee shall pay any remaining balance.

B. Reimbursement of Tuition and Fees

1. For courses which have been approved in advance by the Superintendent, the Employee shall receive tuition reimbursement at a rate not to exceed the current Rutgers University tuition rate for a maximum of nine (9) credits a year and six (6) credits during any one (1) semester.

2. To qualify for reimbursement, the Employee must complete and submit to the Superintendent the appropriate form accompanied by a record of payment and proof of successful completion of the course with a grade of "B" or better.

3. Courses required for certification or taken prior to the first day of work in the District will not be eligible for reimbursement.

C. Professional Conventions

Subject to the applicable procedures, requirements and restrictions prescribed by the law and Board policy, an Employee may, upon the recommendation of the Superintendent, attend one (1) national and one (1) state convention during the term of this Agreement, provided that the Employee obtains the prior approval of the Board and there exists monies available in the budget for attending conventions and the maximum travel expenditures for a school year has not been exceeded. Reimbursement for travel, lodging, meals and registration expenses shall be subject to applicable procedures, requirements and restrictions prescribed by law and Board policy.

D. Local and Regional Professional Workshops and Conferences

Subject to the applicable procedures, requirements and restrictions prescribed by law and Board policy, the Board shall reimburse the Employee for travel, meals and registration expenses to attend local professional workshops and conferences, provided that the Employee obtains the prior approval of the Superintendent and Board.

ARTICLE XII - AUTOMOBILE EXPENSE

If an Employee is required to use his/her motor vehicle in the performance of his/her duties, he/she shall be reimbursed at the rate determined by the State of New Jersey to be proper for tax free reimbursement per mile, upon presentation of a duly executed voucher. Commuting costs shall not be reimbursable.

ARTICLE XIII - BOARD'S RIGHTS

The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional laws and Rules and Regulations of the State of New Jersey, and the provisions of this Agreement shall be construed in the light of the management prerogative vested in the Board by the foregoing legal authorities. Such rights include but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their school assignments.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their employment and to promote and transfer all such employees.

ARTICLE XIV - GRIEVANCE PROCEDURE

Each Employee, group of Employees, or the Association has the right to appeal the application of policies and administrative decisions affecting the terms and conditions of employment. They shall be assured freedom from restraint, coercion, discrimination, or reprisal in presenting their appeal. They shall have the right to present their own appeal through designated administrative channels or to designate another person to appear with them at any step in their appeal.

The following procedure is applicable to an individual Employee, group of Employees, or the Association:

A. Any Employee having a grievance shall discuss it first with the Superintendent in an attempt to resolve the matter.

B. If the matter is not resolved to the satisfaction of the Employee within ten (10) school days of the initial discussion, he/she shall set forth the grievance in writing to the Superintendent no later than twenty-five (25) school days after the initial discussion. The grievance must set forth the grounds on which it is based, including, but not limited to, the contract clause, policy, administrative decision, or past practice on which the grievance is based. The remedy being sought should be specifically identified. The Superintendent shall communicate his/her decision upon the grievance in

writing, along with supporting reasons, to the Employee within twenty (20) school days of receipt of the written complaint.

C. If the grievance is not resolved to the Employee's satisfaction by the foregoing procedure, the Employee may request a review by the Board. The request shall be submitted in writing through the Superintendent within fifteen (15) school days of the decision of the Superintendent. The Superintendent shall attach all related papers and forward the request to the President of the Board. The Board shall review the grievance, hold a hearing with the concerned parties, and render a decision in writing to the Employee and Superintendent within twenty-five (25) school days of receipt.

D. If the Employee is not satisfied with the decision of the Board or if no decision has been rendered within the time limit allowed, he/she may request, through the Association, advisory arbitration, on contract language only, pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be filed not later than ten (10) school days following the decision of the Board. The arbitrator's decision shall be in writing and it shall set forth the reasons and conclusions on the issue or issues submitted. The arbitrator shall be without the power or authority to make any decision which shall bind the parties and his/her opinion shall be advisory in nature only. The costs of

the arbitrator shall be borne equally by the Board and the Employee, or if represented by the Association, by the Board and the Association. Any other expenses incurred shall be paid by the parties incurring the same.

ARTICLE XV – MISCELLANEOUS

A. All Employees shall execute an individual employment contract for every school year they are employed. The individual employment contract shall contain the Employee's salary for the school year, which shall be subject to adjustment if the Employee's salary has not been negotiated with the Association, and contain a sixty (60) day notice of termination provision which shall be subject to any tenure and seniority rights that the Employee may have in accordance with applicable law.

B. This Agreement represents and incorporates the complete and final understanding of the Parties on all matters which were or could have been the subject of negotiations.

C. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both Parties at the time they negotiated or executed this Agreement.

D. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

E. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both Parties.

F. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

Attest:

MENDHAM BOROUGH BOARD OF EDUCATION

Heather Moguen

Business Administrator/
Board Secretary

By: Susan Vinci

Susan Vinci,
Board President

Dated: December 7, 2012

Witness:

MENDHAM BOROUGH ADMINISTRATORS AND SUPERVISORS ASSOCIATION

Thomas F. Butler

By: David Heer

Association President

Dated: